Exhibit A

Domo App Publisher Program Agreement

This Domo App Publisher Program Agreement ("DAPPA") is between Domo, Inc., with offices located at 772 East Utah Valley Drive, American Fork UT 84003 ("Domo") and ____Cephalopod Media LLC_____, with offices located at _____Suite 107, 1091 Industrial Road, San Carlos, CA 94070_____ ("App Publisher"). Each App Publisher Affiliate that desires to be included as a member in the DAP Program must apply to the DAP Program on its own and separately agree to this DAPPA.

This DAPPA and the applicable App Publisher Program Guide ("Program Guide") set forth the terms and conditions under which App Publisher is authorized to participate in the DAP Program. The applicable Program Guide is incorporated herein by reference and made a part of this DAPPA. In the event of a conflict between these terms and conditions and the Program Guide, these terms and conditions will prevail.

Domo and App Publisher agree as follows:

1. Definitions.

"Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with App Publisher (but only for so long as such control exists), where "control" means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity.

"App" means any application, including but not limited to data connectors, card builder applications, app builder applications, development kit applications, and related data and data procedures that App Publisher submits to Domo for review and listing as an app on the Domo Appstore.

"App Publisher Services" means the services provided to App Publisher under this DAPPA, including but not limited to, web-based tools, the Domo App Publisher community, the Domo Appstore, and App Publisher training made available by Domo from time to time.

"Domo App Publisher Program" or "DAP Program" means, collectively, the program benefits, rights, and obligations of App Publisher and Domo, including the materials and App Publisher Services that may be provided to App Publisher under this DAPPA.

"Domo Appstore" means Domo's online directory of Apps. Among other things, the Domo Appstore allows App Publishers to list, and allows Subscribers to use and review Apps. The Program Guide provides additional details regarding the Appstore.

"Domo Service" means Domo's web-based business management platform, delivered as a service to Subscribers to support their business management needs, as such service may be modified by Domo from time to time in its sole discretion.

"Effective Date" means the date this DAPPA is accepted by App Publisher, which may occur either by signature, click-acceptance or by App Publisher's participation in the DAP Program, whichever occurs first.

"Subscriber" means a third party that has received a license to use the Domo Service.

"Subscriber Data" means any data uploaded into the Domo Service, or otherwise provided for processing by the Domo Service, by or on behalf of Subscriber or its Affiliates.

2. Program Overview.

2.1. Enrollment. App Publisher's enrollment in the DAP Program requires (a) App Publisher's submission of the appropriate application form to Domo; and (b) Domo's notification to App Publisher of its approval to participate in the DAP Program. The DAP Program participation qualifications are provided in the Program Guide. Upon Domo's acceptance of App Publisher into the DAP Program, App Publisher represents and warrants that it will continue to meet the participation qualifications for the duration of App Publisher's participation. If at any time Domo determines that App Publisher does not meet the participation qualifications, Domo may, in its sole discretion, revoke its approval of App Publisher's participation in the DAP Program, without refund or further obligation to App Publisher. App Publisher agrees to notify Domo promptly in writing if App Publisher no longer meets the participation qualifications. The participation qualifications, policies and benefits as detailed in the Program Guide are subject to change in Domo's sole discretion. Changes to the Program Guide will apply following 30 days from the date Domo first publishes a revised Program Guide. App Publisher is responsible for reviewing the Program Guide regularly to determine the policies and benefits then in effect.

2.2. Program Fees. Participation in the DAP Program may be subject to program fees as described in the Program Guide. App Publisher's continued membership in the DAP Program is at all times subject to App Publisher's timely payment of any applicable program fees. Unless stated otherwise in the Program Guide, program fees are payable within 30 days of the invoice date and are due annually in advance. Program fees are subject to change at Domo's discretion, though any changes will not apply retroactively to increase the amount paid during the same DAP Program term for the same DAP Program benefits. Payment obligations are non-cancelable and fees paid are non-refundable. App Publisher is responsible for paying all applicable local, state, federal or foreign taxes (*e.g.*, value-added, sales or use taxes), fees, duties, or other governmental charges associated with the program fees and other amounts owed to Domo hereunder, excluding taxes based on Domo's net income or property.

2.3. App Pricing. Domo will provide the technology and services to enable the Domo Appstore, and to process the

related App license for App Publisher. App Publisher appoints Domo to act as App Publisher's agent or commissionaire, as applicable, for these purposes. App Publisher acknowledges that App Publisher is the distributor of the App. When App Publisher submits an App, App Publisher will designate the price (if any) to be charged to Subscribers consistent with the Program Guide, and Domo will charge a Subscriber that price (or its reasonable equivalent in local currency) for the license to App Publisher's App acquired through the Domo Appstore.

2.4. App Fees. The App fee owed to Domo by App Publisher for an App made available in the Domo Appstore is as provided in the Program Guide. Domo will pay App Publisher the applicable App proceeds (less applicable taxes, App fees owed to Domo, refunds paid to any Subscriber for the App, and other appropriate fees), if any, as full compensation for an App made available to a Subscriber from the Domo Appstore. Payments will occur as detailed in the Program Guide, in accordance with Domo's then-current payment policies. App Publisher must provide Domo with all financial, tax, and banking information requested so Domo can pay App Publisher under this DAPPA. A Subscriber will be deemed to have paid in full for App Publisher's App when Domo receives payment from the Subscriber. Any issues with payment should be brought to Domo's attention. Any failure by Domo to remit the amounts owing to App Publisher will not affect a Subscriber's rights to the App.

2.5. Taxes on Payment of App Proceeds. App Publisher is responsible for App Publisher's own taxes, including taxes unique to where App Publisher resides, that are related to payments App Publisher may receive under this DAPPA. If taxes are required to be withheld on any amounts to be paid by Domo to App Publisher, Domo will deduct such taxes from the amount owed and pay them to the appropriate taxing authority, as required.

2.6. Refund and Reconciliation. App Publisher is responsible for all costs and expenses for authorized cancellations and chargebacks of Apps, including the full refund and chargeback amounts paid or credited to a Subscriber. Refunds or chargebacks processed after App Publisher receives the App proceeds will be debited against App Publisher's account. Domo may offset any amounts owed to Domo (including the refund and chargeback costs described in this paragraph) against amounts Domo owes App Publisher. App Publisher grants Domo the right to refund fees paid by a Subscriber for a license to an App in accordance with Domo's prevailing Domo Service policies and applicable laws from time to time.

3. **Compliance with Applicable Law.**

3.1. App Publisher Compliance with Applicable Law. App Publisher will comply, and ensure that any third party performing sales or referral activities on App Publisher's behalf complies, with all applicable foreign and domestic laws, governmental regulations, ordinances, and judicial administrative orders, including, but not limited to, trademark and copyright laws, the United States Foreign Corrupt Practices Act, and applicable export control laws and regulations (collectively "Applicable Law") and will not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Domo, a Subscriber, the Domo Service, or to the public. App Publisher represents and warrants that App Publisher's sales activities under this DAPPA are consistent with Applicable Law. App Publisher will promptly inform Domo in writing upon becoming aware of any violations of Applicable Law in connection with this DAPPA. The Domo Service, Apps, App Publisher Services, and any related products or services may be subject to international rules that govern the export and re-export of software. App Publisher will comply with all applicable international and domestic export and re-export laws that apply to the Domo Service and an App and any related products or services.

3.2. Periodic Certification and Agreement to Report Violations. App Publisher will periodically, at Domo's request, complete Domo's App Publisher compliance checklist or otherwise certify in writing to Domo that App Publisher has not, and to App Publisher's knowledge no other person, including but not limited to every owner, director, employee, representative, and agent of App Publisher has made, offered to make, agreed to make, or authorized any payment, loan, donation or gift of money or anything else of value, directly or indirectly, to or for the benefit of any government official, to obtain or retain business, or secure any improper advantage.

3.3. Training and Demonstrations. Domo may offer App Publisher Services or technical training for free or for an additional fee as described in the Program Guide or as otherwise made available by Domo. App Publisher will use reasonable efforts to advise Domo of any App demonstrations it provides to existing or potential Domo Subscribers.

4. **App Responsibility.** App Publisher is responsible for evaluating and testing an App as to its technology, functionality, performance, security, and user interface before submitting the App to Domo for review and listing on the Domo Appstore. Domo reserves the right to conduct any type of review of Apps. Domo may adopt and change its Domo Appstore review standards and processes in its sole discretion. Apps must be submitted to Domo for review or listing on the Domo Appstore through Domo's online submission process. App Publisher acknowledges that App Publisher is solely responsible for, and that Domo has no responsibility or liability of any kind for, the development, installation, operation, or maintenance of Apps. App Publisher further represents that App Publisher is solely responsible for the accuracy, legality, and appropriateness of any content or information App Publisher submits to, or makes available through, the Domo Appstore. Domo reserves the right, in Domo's sole discretion and for any reason at any time, to refuse to list an App on, or to remove an App from, the Domo Appstore.

Domo may conduct a security evaluation of all Apps. Such evaluation may include security testing of the App, and network-level security testing including a vulnerability threat assessment. Domo may conduct such testing itself or through a third party. Domo will cooperate reasonably with App Publisher to minimize the effects of any such testing on App Publisher's business and operations. App Publisher will cooperate reasonably in any such testing. Any of App Publisher's nonpublic information to which Domo obtains access in the course of such security testing will be considered App Publisher's Confidential Information.

5. **Program Rules.** In addition to any rules and requirements provided in the Program Guide, the following DAP Program terms apply to App Publisher under this DAPPA:

> 5.1. **Documentation.** By using the Domo Appstore to list one or more Apps, App Publisher agrees that App Publisher will (a) ensure any Subscriber documentation relating to an App accurately describes the App and reflects its functionality, including detailed security controls and safeguards relating thereto, and (b) maintain at all times a current privacy policy available on App Publisher's website which details App Publisher's collection, processing, and handling of Subscriber Data, including any personally identifiable information accessed or used by App Publisher hereunder, including any personal identifiable information relating to a Subscriber. App Publisher will promptly notify Domo and all Subscribers of each App in writing prior to making any update to App Publisher's privacy policy and related disclosures associated with item 5.1(b) above.

> 5.2. **Third-Party Names in Listings.** App Publisher will not include the name of a third party or a third-party's App or other third-party product in its own App without express written authorization from the third party.

> 5.3. **Domo Service Previews.** Domo may provide App Publisher access to pre-release updates of the Domo Service before making them generally available. Such pre-release updates are Domo Confidential Information. To help ensure a successful Subscriber experience, App Publisher should conduct regression tests of each App against any such upgraded Domo Service during any such early access period and promptly notify Domo of any issue App Publisher encounters.

> 5.4. **Reviews of Apps by App Publisher.** The Domo Appstore may allow App Publisher to post reviews of or comments related to Apps. Any review or comment by App Publisher of a App must be made in good faith after reasonable evaluation of the full App. If App Publisher posts a review of its App, App Publisher must self-identify and disclose that it is reviewing its own App. If App Publisher posts a review of a competitor's App, App Publisher must self-identify and disclose that App Publisher publishes a competitive App. App Publisher will not attempt to manipulate rankings, ratings, or comments for any App, App Publisher, Domo or third-party application.

> 5.5. **App Service Levels.** App Publisher will make Apps available consistent with the standard Domo Service availability terms provided by Domo. Domo may modify its service availability terms from time to time in its sole discretion.

> 5.6. **Providing an App to Subscribers.** App Publisher will offer an App via the Domo Appstore under App Publisher's own end user terms. Such terms must be consistent with this DAPPA, provide the Subscriber a non-exclusive, worldwide, license to perform, display, and use the App within the Domo Service, and are subject to Domo review and approval. App end user terms must not make any representation about Domo, the Domo Service or other Domo products, nor purport to bind Domo.

6. **Technical Support.** As a participant in the DAP Program, App Publisher may be eligible to receive certain technical support offerings as described in the Program Guide. Such technical support program offerings are provided under Domo's technical support policies in effect at the time the services are provided. Domo's technical support policies are subject to change at Domo's discretion. The technical support App Publisher must provide to a Subscriber licensed to use an App is also described in the Program Guide.

7. **Licenses.**

> 7.1. **Domo Licenses to App Publisher.**

>> 7.1.1.   **Domo Service Subscription.** Upon Domo providing App Publisher with log-in credentials, App Publisher is granted a non-exclusive, non-transferable limited right to access and use the Domo Service to create and operate Apps during the term of this DAPPA. Unless otherwise stated in the Program Guide, the App Publisher's access to the Domo Service will be used solely for: (a) demonstration of an App to a Subscriber solely in connection with App Publisher's participation in the DAP Program, (b) developing and testing App Publisher's Apps, (c) training App Publisher on the use of the Domo Service and App creation, and (d) license management of App Publisher's Apps. Except to the extent of any conflict with this DAPPA, App Publisher's use of the Domo Service is further subject to the Domo Service Agreement provided at http://www.domo.com/service-terms. For clarity, App Publisher may be, or may become entitled to, receive access to the Domo Service under a separate agreement with Domo. For clarity, this DAPPA governs App Publisher's access to the Domo Service only to the extent of its participation in the DAP Program, and not for any other purpose.

>> 7.1.2.   **Marketing Materials.** Subject to Domo's prior review and written approval in each case, Domo grants App Publisher a non-exclusive, nontransferable, limited license to use those portions of the Domo's marketing materials and tools as may be further described in the Program Guide solely for the purpose of creating, executing, and monitoring marketing campaigns related to Domo's products and services. App Publisher's use of the marketing materials is subject to this DAPPA and must comply with Domo's current branding guidelines, including Domo's trademark usage guidelines (available upon request). Domo may change the usage, branding, and press release guidelines and location thereof at any time, and, upon reasonable notice from Domo, App Publisher will promptly modify App Publisher's use of Domo marketing materials to conform to any such changed guidelines. App Publisher is responsible for any misuse of the Domo marketing materials by App Publisher. Domo's trademarks and service marks may not be used in any manner except as expressly permitted herein. Any goodwill in Domo's trademarks resulting from App Publisher's use of the trademarks inures solely to the benefit of Domo and will not create any right, title, or interest for App Publisher in Domo's trademarks.

> 7.2. **App Publisher's License to Domo.**

7.2.1.   Domo Appstore. Subject to the terms of this DAPPA, App Publisher hereby grants Domo the following licenses: (a) a nonexclusive, worldwide, fully paid-up, royalty-free license, for as long as an App is listed on the Domo Appstore, to market the App, the Domo Service and the Domo Appstore using App Publisher's name, logo, and the App name; and (b) a nonexclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free license under App Publisher's intellectual property rights, to access, use, sell, copy, host, reproduce, display, publicly perform, distribute, modify, and grant sublicenses to do all of the foregoing with respect to each App and any modifications thereto. App Publisher represents and warrants that App Publisher owns or possesses all intellectual property and other rights necessary to grant Domo this license.

7.2.2.   Independent Development and Services Suggestions. Nothing in this DAPPA impairs Domo's right to develop, acquire, license, market, promote, or distribute products, software, or technologies that perform the same or similar functions as, or otherwise compete with, any Apps, products, software or technologies that App Publisher may develop, produce, market, or distribute. App Publisher hereby grants Domo a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Domo Service or App Publisher Services any suggestions, enhancement requests, recommendations or other feedback provided by App Publisher relating to the operation of such services.

7.2.3.   Free Apps. If an App is provided to a Subscriber at no charge (other than as a trial version), App Publisher hereby grants Domo a nonexclusive, worldwide, fully paid-up, perpetual, royalty-free license to freely reproduce, distribute, transmit, use, modify, build upon, or otherwise exploit the free App for any purpose, commercial or non-commercial.

7.3. Termination of License to Marketing Materials. Each party will cease, or adjust the manner of, its approved use of any of its licensed marks or other marketing materials of the other party at the request of the other party in its sole discretion upon written notice to the other party, which withdrawal shall be effective as soon as commercially reasonable, but in no case more than 5 days from the date of the granting party's notice.

8.   Intellectual Property Ownership.

8.1. Technology. Subject to the licenses set forth in this DAPPA, nothing in this DAPPA transfers or assigns to Domo any of App Publisher's intellectual property rights in an App or App Publisher's other technology, marks, products or services. Nothing in this DAPPA transfers or assigns to App Publisher any of Domo's intellectual property rights in the Domo Appstore, the Domo Service, Domo App Publisher Services, Domo marketing materials, marks or other Domo technology, products or services or any modifications or derivative works thereof ("Domo Intellectual Property"). Domo retains title and ownership of all Domo Intellectual Property.

8.2. Domo Development. App Publisher acknowledges that Domo is currently developing or may develop technologies and products in the future that have or may have design or functionality similar to an App and other products that App Publisher may develop. Nothing in this DAPPA impairs, limits, or curtails Domo's right to continue with its development, maintenance, or distribution of Domo's technology, products, or services. App Publisher will not assert in any way any patent owned by App Publisher arising out of or in connection with this DAPPA against Domo, its subsidiaries Affiliates, agents, contractors, or Subscribers for the use, licensing, or sale of any Domo products or services.

9.   Restrictions.

9.1. Restrictions on Use of the Domo Service and App Publisher Services. App Publisher is responsible for all activities that occur in App Publisher user accounts, and for App Publisher user compliance with this DAPPA. App Publisher will not:

- License, sublicense, sell, resell, transfer, assign, distribute or (except as provided in this DAPPA) otherwise commercially exploit or make available to any third party the Domo Service or App Publisher Services in any way;
- Modify or make derivative works based upon the Domo Service or App Publisher Services;
- Create Internet links to the Domo Service or App Publisher Services, or frame or mirror it on any other server or wireless or Internet-based device;
- Send or store any virus, worm, time bomb, Trojan horse or other harmful or malicious code, file, script, agent or programs;
- Interfere with or disrupt the integrity of performance of the Domo Service or App Publisher Services or the data contained therein;
- Send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material;
- Reverse engineer or access the Domo Service or App Publisher Services for the purpose of (a) building a competitive product or service; (b) building a product or service using similar ideas, features, functions or graphics as the Domo Service or App Publisher Services; (c) copying any ideas, features, functions or graphics of the Domo Service or App Publisher Services; (d) share data or content from the Domo Service or App Publisher Services with third parties; or (e) recruiting or marketing directly to other App Publishers or Subscribers using data, content or contact information obtained through the Domo Service or App Publisher Services.

App Publisher user credentials cannot be shared or used by more than one individual user, but may be reassigned from time to time to new users who are replacing former users who have terminated employment or otherwise changed job status or function and are no longer involved with the DAP Program.

9.2. Domo Intellectual Property Restrictions. App Publisher's use of any Domo Intellectual Property provided to App Publisher hereunder is subject to additional restrictions. App Publisher may *not*:

- Remove or modify any program markings or any notice of Domo's or Domo's licensors' proprietary rights;
- Make the Domo Service, App Publisher Services, any materials delivered hereunder, or any materials resulting from the DAP Program available in any manner to any third party for use in the third party's business operations, other than as expressly permitted herein;
- Use Domo Intellectual Property in a manner that misrepresents App Publisher's relationship with Domo or is otherwise misleading or that reflects negatively on Domo or may harm Domo's rights therein;
- Modify in any way any Domo trademarks or logos;
- Use or duplicate Domo Intellectual Property provided to App Publisher for any purpose other than as specified in the DAPPA or make Domo Intellectual Property available to unauthorized third parties; or
- Create any content or otherwise transmit any information or material that: (a) is false or misleading; (b) is harassing or invades another's privacy, harms minors in any way, or promotes bigotry, racism, hatred or harm against any group; (c) is obscene; (d) infringes another's rights, including but not limited to intellectual property rights; (e) constitutes unsolicited commercial email or spam; or (f) violates any Applicable Law or regulations. App Publisher, and not Domo, is responsible for all content and other materials that App Publisher uploads, posts, emails or otherwise transmits using the Domo Service or the App Publisher Services.

10. Warranties; Disclaimers and Remedies.

10.1.   General. App Publisher represents and warrants to Domo that: (a) App Publisher has the power and authority to enter into this DAPPA and to fully perform App Publisher's obligations under this DAPPA; (b) its Apps, together with all advertising or other materials accessible from or that provide access to its Apps comply with and will continue to comply with all requirements of this DAPPA; and (c) the listing, distribution, and monetization of its Apps in the Domo Appstore does not and will not violate any agreement to which App Publisher is a party or of which App Publisher is otherwise aware, or violate Applicable Law.

10.2.   Third Party or Open Source Software. App Publisher represents and warrants that none of its Apps will include any software code that is subject to a license requiring, as a condition of use, modification, or distribution of the software code, that the software code or other software code combined or distributed with it be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge. App Publisher represents and warrants that its Apps will comply with all license terms, and that the inclusion of such Apps in the Domo Appstore does not cause any Domo software or element of the Domo Service to become subject to any other terms. If either party receives any third-party claim that an App violates any third-party license term, in addition to Domo's other available remedies, App Publisher will promptly remedy the basis for the claim (*e.g.*, provide missing notices or attributions, deliver underlying source code, etc.) or update the applicable App to remove the third-party code that is the basis for the claim.

10.3.   Domo Subscriber and Usage Data. To the extent an App seeks to transmit or utilize Subscriber Data or information stored in Domo's systems about a Subscriber's configuration and usage of an App (collectively "Subscriber and Usage Data") outside the Domo Service, App Publisher must first explicitly notify Subscriber that its Subscriber and Usage Data will be transmitted outside the Domo Service and that Domo is not responsible for the privacy, security, or integrity of Subscriber and Usage Data in App Publisher's control. App Publisher must obtain acknowledgment of the notice and explicit consent from the Subscriber to such transmission and use of Subscriber and Usage Data prior to receiving the Subscriber and Usage Data. App Publisher represents and warrants that to the extent an App stores, processes, or transmits Subscriber and Usage Data, neither App Publisher nor the App will, without appropriate prior Subscriber consent or except to the extent required by Applicable Law, (a) modify the Subscriber and Usage Data in a manner that adversely affects the integrity of the Subscriber and Usage Data, (b) disclose Subscriber and Usage Data to any third party, or (c) use Subscriber and Usage Data for any purpose other than providing App functionality to the applicable Subscriber via the App. App Publisher will maintain and handle all Subscriber and Usage Data in accordance with privacy and security measures reasonably adequate to preserve its confidentiality and security and all applicable privacy laws and regulations. A modification or disclosure of Subscriber and Usage Data does not violate either of the two preceding sentences to the extent it results from an activity of the Subscriber using an App where a reasonable Subscriber would expect modification or disclosure of its Subscriber and Usage Data to occur as a result of the activity.

10.4.   Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS DAPPA, DOMO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE DOMO SERVICE, APP PUBLISHER SERVICES, MARKETING MATERIALS, AND ANY OTHER SERVICES PROVIDED BY DOMO OR ANY THIRD PARTY HEREUNDER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR IN WRITING, ARISING UNDER ANY LAW, INCLUDING WITH RESPECT TO NON-INTERRUPTION, ERROR-FREE OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT WILL DOMO BE LIABLE TO APP PUBLISHER (OR TO ANY OTHER INDIVIDUAL OR ENTITY) FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF THE OPERATION OR AVAILABILITY OF THE DOMO SERVICE, APP PUBLISHER SERVICES, MARKETING MATERIALS, AND ANY OTHER SERVICES PROVIDED BY DOMO OR ANY THIRD PARTY HEREUNDER.

11. Relationship of the Parties. This DAPPA does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between App Publisher and Domo. Nothing on any purchase order or preprinted form adds to or varies the terms of this DAPPA. Neither party will represent that it has any authority to assume or create any obligation,

express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. There are no third-party beneficiaries to this DAPPA. App Publisher will not make any proposals, promises, warranties, guarantees, or representations on Domo's behalf or in Domo's name.

12. Term, Termination & Renewal.

12.1. Term. Unless otherwise terminated as provided in this DAPPA, the term of this DAPPA will commence on the Effective Date, and will continue for one year. This DAPPA automatically renews for additional successive one-year terms, unless before the end of the then-current term either party provides written notice to the other party that it does not intend to renew.

12.2. Termination for Cause. Either party may immediately terminate this DAPPA upon written notice to the other party if (a) the other party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, or makes an assignment for the benefit of creditors; (b) the other party publicly announces (including by reporting it in SEC filings) that it has reached agreement to acquire or be acquired by the terminating party's competitor; (c) the other party breaches its confidentiality obligations under this DAPPA or infringes or misappropriates the terminating party's intellectual property rights; (d) it determines, based on one or more Subscriber or prospective Subscriber complaints, that the other party's actions or statements creates a significant risk of harm to the terminating party's reputation or customer relationships; (e) the other party has committed fraud or misrepresentation with respect to entering into or the performance of this DAPPA; (f) a party learns of circumstances that give it reason to believe that the other party has engaged in illegal conduct or unethical business practices; or (g) the other party, or any of its owners or employees responsible for providing services under this DAPPA become the target of an investigation or prosecution by any governmental authority for alleged corruption or other violation of laws. In addition to the foregoing, if either party fails to perform any of its material obligations under this DAPPA, the other party may terminate this DAPPA by giving 30 days prior written notice if the matters set forth in such notice are not cured to the other party's reasonable satisfaction within the 30-day period. Termination of this DAPPA for cause is in addition to, and not in lieu of either party's other legal rights and remedies.

12.3. Termination for Convenience. Domo may terminate this DAPPA for convenience upon 30 days' written notice to App Publisher.

12.4. Effect of Termination. Upon termination or expiration of this DAPPA, App Publisher ceases to be a participant in the DAP Program and all of App Publisher's rights to receive the benefits detailed in this DAPPA, including any use of Domo Intellectual Property cease. If Domo terminates for convenience or App Publisher terminates for cause, Domo will refund the pro-rated portion of any paid Program fees covering the remainder of the Program term. For clarity, expiration or termination of this DAPPA will not relieve App Publisher of its obligation to pay the portion of the Program fees associated with its participation in the DAP Program leading up to the effective date of the expiration or termination. Upon termination of this DAPPA for any reason, Domo may retain a copy of the affected App indefinitely. Unless the App was removed from the Domo Appstore because of a court order relating to intellectual property infringement, App Publisher grants to Domo a perpetual license to reproduce and provide the App for use by a Subscriber who previously downloaded the App under the terms of the Subscriber's existing license, or for storage management, backup and restore, or technical reasons.

13. Confidentiality.

13.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Domo includes, without limitation, non-public aspects of the Domo Appstore and the Domo Service; the App Publisher Services, and all Subscriber Data to which App Publisher has access through the Domo Service or App Publisher Services. App Publisher's Confidential Information includes, but is not limited to App Publisher business and marketing plans, and business processes. Confidential Information of each party includes this DAPPA and discussions regarding the App Publisher relationship. However, Confidential Information (except for Subscriber Data and personally identifiable information) does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without breach of an obligations owed to the Disclosing Party.

13.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (a) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and will not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this DAPPA, and (b) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this DAPPA and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

13.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's

Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

14. Limitations Of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. DOMO'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS DAPPA, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE PROGRAM FEES PAID BY APP PUBLISHER (OR US$1,000 IF THERE IS NO PROGRAM FEE) FOR THE ANNUAL TERM DURING WHICH A CLAIM IS MADE. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS ON LIABILITY DO NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS DAPPA, TO A PARTY'S BREACH OF ITS CONFIDENTIALITY AND DATA SECURITY OBLIGATIONS HEREUNDER, OR TO A PARTY'S VIOLATION OF APPLICABLE LAW.

15. Indemnification.

15.1. Indemnification by Domo. Domo will defend, indemnify and hold App Publisher harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against App Publisher by a third party alleging that the use of the Domo Service or App Publisher Services as contemplated hereunder infringes, misappropriates or violates any intellectual property rights of a third party as long as App Publisher (a) promptly gives written notice of the Claims to Domo; (b) gives Domo sole control of the defense and settlement of the Claim; and (c) provides to Domo, at Domo's cost, all reasonable assistance.

15.2. Indemnification by App Publisher. App Publisher will defend, indemnify, and hold Domo harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Domo by a third party (including a governmental entity) arising out of or based on (a) any App or content entered by or for App Publisher into the Domo Service or App Publisher Services infringing, misappropriating, or violating any intellectual property right of a third party or has otherwise violating Applicable Law; (b) App Publisher's breach of any representation, warranty, or agreement relating to App Publisher's products and services, including an App listed on the Domo Appstore; or (c) App Publisher's unauthorized use, maintenance, or disclosure of Subscriber Data. Domo will (1) promptly give App Publisher written notice of the Claims; (2) give App Publisher sole control of the defense and settlement of the Claim (provided that App Publisher may not settle or defend any Claim without Domo's consent unless it unconditionally releases Domo of all liability); and (3) provide to App Publisher, at App Publisher's cost, all reasonable assistance.

16. General.

16.1. Cooperation on Disputes. App Publisher will cooperate with Domo in regard to any inquiry, dispute, or controversy in which Domo may become involved and of which App Publisher may have knowledge. Such cooperation includes disclosure of relevant documents and financial information, and interviews of App Publisher's personnel. Such obligation continues after the expiration or termination of this DAPPA.

16.2. Assignment. App Publisher may not assign any rights or obligations under this DAPPA without the prior written consent of Domo (not to be unreasonably withheld or delayed), except that it may assign this DAPPA without Domo's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of App Publisher's assets not involving a direct competitor of the other party. Any purported assignment in violation of this section is void.

16.3. Limitation on Claims. To the maximum extent permitted by local law, any claim related to this DAPPA must be filed within one year of the claimant first becoming aware of the claim. If it is not filed within that time, then the claim is permanently barred. This applies to App Publisher and its successors and to Domo and its successors and assigns.

16.4. No Waiver. A party's failure to enforce any rights under this DAPPA will not be deemed a waiver of the same right on another occasion, or of the right to enforce any other right under this DAPPA. Domo's decision to make an App available in the Appstore will not be deemed a waiver of any rights Domo may have under this DAPPA, including for violations of the these terms.

16.5. Survival. Sections of this DAPPA that, by their terms, require performance after the termination or expiration of this DAPPA will survive.

16.6. Not Exclusive. This DAPPA is nonexclusive, and nothing in this DAPPA restricts App Publisher or Domo from entering into other, similar agreements with other app publishers, or from acquiring, licensing, developing, manufacturing, or distributing similar or competing technologies.

16.7. Governing Law. This DAPPA will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Utah, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

16.8. Arbitration. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any action arising out of or in connection with this DAPPA or the breach, termination, enforcement, interpretation or validity thereof, will be determined by binding arbitration in Salt Lake County, Utah, U.S.A. by one

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arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration or litigation instituted in connection with this DAPPA. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to prepare for or conduct the arbitration hearing on the merits.

16.9. Notifications. Except as otherwise specified in this DAPPA, all notices, permissions and approvals hereunder must be in writing and will be deemed to have been given upon: (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d) the first business day after sending by email. Notices to App Publisher will be addressed to the contact designated by App Publisher for App Publisher's relevant App Publisher account, and in the case of billing-related notices, to the relevant billing contact designated by App Publisher. Notices to Domo must be addressed to the DAP Program Manager with a copy sent to Domo's General Counsel.

16.10. Entire Agreement. This DAPPA and the information which is incorporated into this DAPPA by written reference constitutes the complete agreement between the parties relating to App Publisher's participation in the DAP Program. his DAPPA supersedes all prior or contemporaneous agreements or representations, written or oral, regarding App Publisher's participation in the DAP Program. If any term of this DAPPA is found to be invalid or unenforceable, the remaining provisions remain effective. To the extent of any conflict or inconsistency between the provisions in the body of this DAPPA and any referenced document, the terms of this DAPPA prevail. The terms of the body of this DAPPA supersede the terms in any purchase order or other non-Domo ordering document and no terms included in any such purchase order or other non-Domo ordering document apply to the DAP Program or to any products or services ordered. This DAPPA may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of Domo.

The individual accepting this DAPPA on behalf of App Publisher represents that he or she has the authority to bind App Publisher to this DAPPA. By accepting these terms, App Publisher represents that it has read, understands and agrees to all of the provisions of this DAPPA. Each party may sign this DAPPA using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

DOMO, INC.	**APP PUBLISHER**
By: _Matt B._	By: _Clayton Tycksen_
Name: _Matt Belkin_	Name: _Clayton Tycksen_
Title: _C-M, Appstore_	Title: _Chief Product Officer_
Date: _Jan 31, 2016_	Date: _January 29, 2016_

AMENDMENT NO. 1
TO
DOMO APP PUBLISHER PROGRAM AGREEMENT

THIS AMENDMENT NO. 1 TO DOMO APP PUBLISHER PROGRAM AGREEMENT (this **"Amendment"**) is dated as of the Amendment Effective Date (defined below), and is by and between Domo, Inc. (**"Domo"**) and Cephalopod Media LLC (**"App Publisher"**).   The parties hereto shall be referred to herein each individually as a "Party," and collectively, as the "Parties."

WHEREAS, App Publisher and Domo are parties to that certain Domo App Publisher Program Agreement dated effective as of January 29, 2016 (the **"Agreement"**) pursuant to which Domo provides to App Publisher the right to participate in the DAP Program and the ability for App Publisher to develop certain Apps and publish such Apps to the Domo Appstore in connection with App Publisher's participation in the DAP Program; and

WHEREAS, pursuant to Section 16.10 of the Agreement entitled "Entire Agreement," App Publisher and Domo now wish to amend the terms of the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

A.   Definitions. All capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

B.   Amendment.

1. Section 7.2.1 of the Agreement is hereby amended by deleting "modify, " in the sixth line and inserting "created by App Publisher and provided by App Publisher to Domo hereunder" between the word "thereto" and the period at the end of the sentence in the seventh line such that the new sentence reads "Subject to the terms of this DAPPA, App Publisher hereby grants Domo the following licenses: (a) a nonexclusive, worldwide, fully paid-up, royalty-free license, for so long as an App is listed on the Domo Appstore, to market the App, the Domo Service and the Domo Appstore using the App Publisher's name, logo, and the App name; and (b) a nonexclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free license under App Publisher's intellectual property rights, to access, use, sell, copy, host, reproduce, display, publicly perform, distribute and grant sublicenses to do all of the foregoing with respect to each App and any modifications thereto created by App Publisher and provided by App Publisher to Domo hereunder."

2. The first sentence of Section 7.2.2 of the Agreement is hereby amended by inserting the following between the period at the end of the sentence and the word "distribute": ", so long as any such development by Domo or any such products, software, or technologies do not in any manner utilize, incorporate or rely upon any App Publisher Intellectual Property or Confidential Information of App Publisher, including, without limitation, Apps, products, software or technologies that App Publisher may develop, produce, market or distribute", such that the new sentence reads "Nothing in this DAPPA impairs Domo's right to develop, acquire, license, market, promote or distribute products, software, or technologies that perform the same or similar functions as, or otherwise compete with, any Apps, products, software or technologies that App Publisher may develop, produce, market or distribute, so long as any such development by Domo or any such products, software, or technologies do not in any manner utilize, incorporate or rely upon any App Publisher Intellectual Property or Confidential Information of App Publisher, including, without limitation, Apps, products, software or technologies that App Publisher may develop, produce, market or distribute."

3. Section 8.1 of the Agreement is hereby amended by inserting "or any modifications or derivative works thereof ("App Publisher Intellectual Property"). App Publisher retains title and ownership of all App Publisher Intellectual Property" between the word "services" and the period in the third line such that the new sentence reads "Subject to the licenses set forth in this DAPPA, nothing in this DAPPA transfers or assigns to Domo any of App Publisher's intellectual property rights in an App or App Publisher's other technology, marks, products or services or any modifications or derivative works thereof ("App Publisher Intellectual Property").   App Publisher retains title and ownership of all App Publisher Intellectual Property."

4. Section 8.2 of the Agreement is hereby amended by inserting ", so long as Domo does not utilize any App Publisher Intellectual Property or App Publisher's Confidential Information in connection with Domo's development of any such technologies or products or base any such technologies or products upon any App Publisher Intellectual Property or App Publisher's Confidential Information" between the word "develop" and the period in the third line, such that the new sentence reads "App Publisher acknowledges that Domo is currently developing or may develop technologies and products in the future that have or may have design or functionality similar to an App and other products that App Publisher may develop, so long as Domo does not utilize any App Publisher Intellectual Property or App Publisher's Confidential Information in connection with Domo's development of any such technologies or products or base any such technologies or products upon any App Publisher Intellectual Property or App Publisher's Confidential Information."

C. Amendment Effective Date. This Amendment shall be effective as of December 16, 2016 (the "Amendment Effective Date").

D. Full Force and Effect. Except as specifically modified by this Amendment, all provisions of the Agreement remain in full force and effect.

E. Choice of Law; Counterparts. This Amendment shall be construed, and the rights and obligations of the parties determined, in accordance with the laws of the State of Utah, U.S.A., without giving effect to such state's conflicts of law rules or principles. This Amendment may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures and PDF files containing signatures shall be considered original for all purposes.

IN WITNESS WHEREOF, this Amendment No. 1 to Domo App Publisher Program Agreement has been duly executed by the authorized representatives of the Parties, and is effective as of the Amendment Effective Date.

DOMO, INC.

By:_____

Name:_____
         Matt Belkin
Title:_____
      GM, Appstore

CEPHALOPOD MEDIA LLC

By:_____

Name:___Brian Olesen_____

Title:___VP of Operations_____

DOMO
Legal Review by RT

Appendix to Big Squid's Mediation Statement
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